

AGREEMENT

BETWEEN

Al Ritchie Community Association Inc.

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL #3990

CUPE / *Canadian Union
of Public Employees*

April 1, 2018 - March 31, 2021

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE.....	1
ARTICLE 2 - DEFINITIONS	1
ARTICLE 3 - RECOGNITION.....	2
ARTICLE 4 - SCOPE.....	3
ARTICLE 5 - MANAGEMENT RIGHTS.....	3
ARTICLE 6 - WORK OF THE BARGAINING UNIT	3
ARTICLE 7 - RIGHTS OF THE EMPLOYEE.....	4
ARTICLE 8 - PERMANENT AND CASUAL EMPLOYEES.....	5
ARTICLE 9 - NEW EMPLOYEES.....	5
ARTICLE 10 - NO DISCRIMINATION/HARRASSMENT	6
ARTICLE 11 - UNION SECURITY.....	7
ARTICLE 12 - JOB DESCRIPTIONS	9
ARTICLE 13 - SENIORITY	10
ARTICLE 14 - PAYMENTS OF WAGES AND ALLOWANCES	11
ARTICLE 15 - OVERTIME.....	12
ARTICLE 16 - HEALTH AND SAFETY	12
ARTICLE 17 - STATUTORY HOLIDAYS	13
ARTICLE 18 - VACATIONS	14
ARTICLE 19 - SICK LEAVE PROVISIONS	14
ARTICLE 20 - LEAVE OF ABSENCE.....	15
ARTICLE 21 - GRIEVANCE PROCEDURE	17
ARTICLE 22 - DISCIPLINE AND DISCHARGE.....	20
ARTICLE 23 - STAFF CHANGES	21
ARTICLE 24 - REPRESENTATIVE WORKFORCE.....	22
ARTICLE 25 - DENTAL AND HEALTH BENEFITS.....	22
ARTICLE 26 - TECHNOLOGICAL CHANGES.....	23
ARTICLE 27 - LABOUR RELATIONS COMMITTEE.....	23
ARTICLE 28 - EDUCATIONAL ALLOWANCE.....	23
ARTICLE 29 - LAYOFFS AND RECALL.....	24
ARTICLE 30 - BARGAINING COMMITTEE.....	25
ARTICLE 31 - TERMS OF THE AGREEMENT	25
ARTICLE 32 - JOB DESCRIPTIONS	26
IN WITNESS WHEREOF.....	27
SCHEDULE A.....	28
LETTER OF UNDERSTANDING	29
RE: WAGE REOPENER	29

ARTICLE 1 - PURPOSE

The parties to this agreement recognize that the guiding philosophical principles and goals of The Al Ritchie Community Association Inc. and its employees are:

- a) To respect the humanity, dignity, and equality of all individuals regardless of gender, race, colour, ethnic origins, or beliefs;
- b) To recognize the uniqueness and richness which exists within all ethnic/cultural groups and to foster greater awareness and pride in the individual's heritage in a multi-cultural environment;
- c) To recognize the family context of each individual and the importance of involving family members whenever appropriate and possible;
- d) To create conditions which secure the rights of families to participate as responsible equals in society, to develop a value system, and to cultivate a capacity to enjoy life;
- e) To facilitate the development of each individual's abilities – physical, sensory, intellectual, emotional, spiritual, interpersonal, social, political, and creative – to their full potential;
- f) To involve community members in the planning of services, programs, and events designed for them and provide opportunities for their appropriate involvement in the provision of these services, programs, and events.

ARTICLE 2 - DEFINITIONS

- 2.01 Employee: shall mean an employee to which the terms of this Agreement apply.
- 2.02 Full time employee: shall mean a position with a regular schedule based on thirty-seven and one half (37.5) hour work week.
- 2.03 Part time employee: shall mean an employee who works less than full time hours but is regularly scheduled to do so. All provisions/benefits/entitlements are pro-rated, based on hours worked.
- 2.04 Casual employee: shall mean an employee who works on an "as-needed" basis with less than full time hours.
- 2.05 Contract Employees: shall mean a qualified instructor with credentials hired to complete a specific amount of sessions per class for a contracted time period of four (4) months or less.

- 2.06 Temporary Position: shall mean a position in the bargaining unit on a temporary basis which shall exist for a stated period of time, and which shall cease to exist at the end of such time unless extension is agreed upon in writing between the Employer and Local of the Union.
- 2.07 The Association: shall mean The Al Ritchie Community Association Inc. as represented by the Executive Director and Board of Directors.
- 2.08 Executive Director: shall mean the Executive Director or designate of Al Ritchie Community Association Inc.
- 2.09 Union: shall mean the Canadian Union of Public Employees (CUPE) representing the bargaining unit members of Al Ritchie Community Association Inc.
- 2.10 Labor Relations Committee: shall mean a committee of three (3) members chosen by the Board of Directors and three (3) members chosen by the Union to jointly discuss/maintain labor relation issues.
- 2.11 Hiring Committee: shall mean the Executive Director is given rights to collect resumes and complete initial interviews. The hiring committee shall consist of the Executive Director, Board of Director, and Union representative for the final decision.
- 2.12 Immediate Family: shall be defined as child, spouse, partner, parent, mother-in-law, father-in-law, sibling, grandparent, or an individual who has fulfilled these roles.
- 2.13 Pay Grid: shall mean the scale of wages as contained in Schedule A and the rules governing its application as contained in Article 14.
- 2.14 Steward: shall mean the elected bargaining unit representative of the Union.
- 2.15 Year: shall mean the fiscal year of the Association from April to March.

ARTICLE 3 - RECOGNITION

The Employer recognizes the Canadian Union of Public Employees and its Local 3990 members as the sole and exclusive collective bargaining agent for all its employees.

3.01 No Other Agreements

No Employee shall be required or permitted to make a written or verbal agreement with the Employer which may conflict with the terms of the Collective Agreement.

3.02 Union Business

The Employer agrees to grant representatives of the Union, upon written request of three (3) days, temporary leave of absence from their employment, in order to carry out negotiations or to attend to other Union responsibilities.

ARTICLE 4 - SCOPE

4.01 This agreement shall apply to all employees of Al Ritchie Community Association, including Supervisory Employees as defined in the *Saskatchewan Employment Act*, within the bargaining unit except for the following:

- i) Executive Director
- ii) Contract Employees

4.02 Board of Directors

The Union recognizes that the Al Ritchie Association Board of Directors are volunteers and may be subject to restrictions on available time.

4.03 Staff Meetings

Staff meetings of employees in particular programs shall be held on an 'as needed' basis. 'All employee' staff meetings shall be held at least two (2) times annually. Employees shall not suffer any loss of pay to attend meetings. During any staff meeting, the Union will be given the opportunity to make Union announcements provided the Employer has been given one (1) week notice that the Union wishes to be on the agenda.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 Except as specifically limited by an express provision of this Agreement, the Union and the employees recognize and acknowledge that the management of the Association and its operations and the direction of the working force are fixed exclusively in the Association, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Association to operate and administer its affairs, to direct the working force, and to plan, direct, and control operations.

ARTICLE 6 - WORK OF THE BARGAINING UNIT

6.01 Restriction on Contracting Out

In order to provide job security, the Employer agrees that no employee will be laid off, displaced, or have hours of work reduced due to the Employer contracting out any function

which falls within the job duties of any member of the bargaining unit.

6.02 Work of The Bargaining Unit

Persons who are not in the bargaining unit shall not perform functions which fall under the job description of those in the bargaining unit if the performance of such functions would result in the lay-off, displacement, or reduction in hours of a member of the bargaining unit.

ARTICLE 7 - RIGHTS OF THE EMPLOYEE

7.01 Personal Rights

The rules of employment shall be limited to matters pertaining to the work requirement of each employee's job description. Employees shall not be required to do personal work for the Employer.

7.02 Right to Have Steward Present

An employee shall have the right to have a Shop Steward present at any discussion with the Employer, except for discussions dealing with non-disciplinary, normal supervisory functions.

The Employer agrees to notify the employee and Shop Steward in advance of an interview for disciplinary purposes. The Steward shall have the right to have a Canadian Union of Public Employees' representative present at any discussion with the Employer.

7.03 Right to Participate

The Employer agrees that all Association, General, and Board meetings of the Employer shall remain open to all employees. Employees shall have the right to have a voice, but no vote, unless otherwise allowed by the constitution. The executive meetings shall remain closed when discussing staffing issues or other confidential issues, unless otherwise advised.

7.04 Access to Personnel File

An employee shall have the right to review and photocopy their personnel file at any time the employee requests. The Employer shall not be permitted to release information about the employee without their knowledge and consent. The personnel file must remain at Al Ritchie Community Association, and no item may be removed from the file other than to photocopy documents by the Employer.

7.05 Crossing of Picket Lines

Employees shall have the right to refuse to cross a picket line or refuse to do the work of striking or locked out employees or refuse to handle goods from an Employer where a strike or lockout is in effect.

7.06 Union Orientation

On commencing employment, the employee's immediate supervisor shall introduce the new employee to the Union Steward or Representative. An Officer of the Union shall be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and responsibilities and obligations to the Employer and the Union.

ARTICLE 8 - PERMANENT AND CASUAL EMPLOYEES

8.01 Permanent Employees

The Employer and the Union share the objective of providing permanent full-time employment and job security to the extent that it is possible. An employee shall be considered a permanent employee after completing a probationary period of six (6) months.

8.02 An employee whose work assignment is less than the full-time hours shall accumulate seniority and shall receive compensation and all benefits pursuant to this agreement on a pro-rata basis, with the exception of Article 24.

8.03 Casual

Employees shall not be hired so as to result in the displacement, discharge, or lay-off of employees or fragmentation of vacant regular positions. Wherever possible, childcare providers for Association meetings shall be hired from regular staff.

ARTICLE 9 - NEW EMPLOYEES

9.01 The Employer will make all reasonable efforts to provide an employee on probation with adequate training in order to fulfill the duties required of the position. Such training shall occur within the first two (2) weeks of employment and where necessary shall include job shadowing. Should job shadowing not be possible, qualified and suitable people from existing staff shall provide thorough orientation to the newly hired employee.

9.02 During the probationary period, employees shall have the rights and privileges of this agreement, except with regard to discharge. An employee on probation may be terminated at any time, for any reason, except discrimination as defined in Article 10 or a violation of this Article.

9.03 The probationary period for new employees shall be six (6) months from date of hire.

ARTICLE 10 - NO DISCRIMINATION/HARRASSMENT

10.01 No Discrimination

The Employer agrees that there will be no discrimination against an employee, prospective employee, or employee representative, by reason of gender, age, appearance, colour, race, place of origin, language or accent, political or religious affiliation, gender or sexual orientation, marital or family status, place of residence, positive Human Immune Deficiency Virus (HIV) test, Acquired Immune Deficiency Syndrome (AIDS) or AIDS related illness, disability which does not prevent the performance of the duties of the position, or Union membership or activity.

10.02 Definition of Harassment

Harassment means any objectionable conduct, comments, or display by a person that is directed at a worker; and is made on the basis of race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin, union activity or; is repeated, intentional, a sexually oriented practice that undermines an Employee's health, job performance or workplace relationships or endangers an Employee's employment status or potential; or is repeated, intentional, offensive comments and/or actions deliberately designed to demean and belittle an individual and/or to cause personal humiliation; or constitutes a threat to the health or safety of the worker.

a) Examples of Harassment

Examples of harassment are:

- Verbal abuse or threats;
- Unwelcome remarks, jokes, innuendoes or taunting about a person's body, attire, age, marital status, ethnic or national origin, religion, sexuality, etc.;
- Displaying of pornographic, racist, or other offensive or derogatory pictures, cartoons, or printed matter;
- Practical jokes which cause awkwardness or embarrassment;

- Unwelcome invitations or requests, whether indirect, explicit, or intimidating;
- Leering or other gestures;
- Unnecessary physical contact such as touching, patting, pinching, or punching;
- Physical assault; and
- Bullying.

10.03 Principle of Fair Treatment

The principle of fair treatment is a fundamental one and both the Employer(s) and the Local of the Union do not, and will not, condone any improper behavior on the part of any person which would jeopardize an Employee's dignity and well-being and/or undermine work relationships and productivity.

10.04 Shared Responsibility

The Employer(s) and the Local of the Union acknowledge a shared responsibility to:

- i) Prevent harassment;
- ii) Promote a safe, abuse-free working environment;
- iii) Uphold the philosophy of zero tolerance of harassment.

10.05 Co-operation

Employees and Local of the Union representatives will be expected to co-operate with Management in identifying situations, reporting promptly, and disclosing all information in order to facilitate the investigation.

ARTICLE 11 - UNION SECURITY

11.01 Membership in Union

The Employer agrees that all employees, as defined in Article 5, as a condition of employment shall become members of the Union during the life of the Agreement.

Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of his employment, and every new employee whose employment commences shall, within thirty (30) days after the commencement of employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of employment, provided that any employee in the

appropriate bargaining unit who is not required to maintain membership or apply for and maintain membership in the Union shall, as a condition of his employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

11.02 Representation

The Employer shall provide the Union with a list of its executive members. The Union will also inform the Employer of its designated Shop Steward. The Employer will recognize the Shop Steward as an authorized representative of the Union. Employees will have the right to the assistance of representatives of CUPE in any and all dealings, discussions of a disciplinary nature, or negotiations with the Employer.

11.03 Union Dues

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union or its members. Deductions shall be made from the payroll at the end of each month and shall be forwarded to CUPE National Headquarters not later than the fifteenth (15) day of each following month, accompanied by the list of all employees from whose wages the deductions have been made, including home address, telephone number, email address, and salary. A copy of this list shall be forwarded by the Employer to the Secretary Treasurer of the Local. Union dues shall be recorded on the T-4 slip for income tax purposes.

11.04 T-4 slips shall be provided to all employees by the last working day in February by mail to the current address on file supplied by the employee.

11.05 Affiliation and Merger Protection

In the event the Employer initiates mergers or affiliates with another body, the Employer shall make every effort to ensure the following:

1. That employees be credited with all seniority rights;
2. That all service credits relating to vacation with pay, sick leave, and all other benefits be recognized;
3. That all work and service presently performed by members of the bargaining unit shall continue to be performed by members of the bargaining unit;
4. That conditions of employment and wage rates not be less than the provisions in effect under this agreement.
5. That no employees suffer loss of employment;
6. That preference in location of employment be determined on the length of seniority;

7. And that the Union has the right to participate in all discussions relating to a merger or affiliation.

11.06 Notice to the Union

Where notice or reply to the Union is required in fulfilment of the obligations in any clause of this Agreement or any correspondence to a member of the Local, such notice shall be in writing to the Shop Steward. As well, a copy shall be forwarded to the President of the CUPE Local 3990.

11.07 Disclosure and Leave with Pay for Dues Collection and Authorizations

In the event that legislation is enacted that alters the current dues deduction or remittance language as set out in this Collective Agreement or existing legislation, the Employer will provide:

1. An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees in the bargaining unit: name, employment status (such as full time, part time, temporary, seasonal, casual) classification/job title, work site, regular earnings, work schedule and total hours worked. The spreadsheet will be sent to the Secretary Treasurer and National Servicing Representative, by the 15th of the following month.
2. Paid union leave and access to the workplace during working hours for the Union to meet with each employee in the bargaining unit in order to collect dues and authorizations.

ARTICLE 12 - JOB DESCRIPTIONS

12.01 Staff Structure

The Employer and the Union agree that the guiding principle is a non-hierarchical work relationship among members of the bargaining unit. While a reporting relationship exists between employees, no employees shall make hiring or firing decisions which affects other employees.

12.02 Job Descriptions

- a) The Employer agrees to draw up job descriptions in conjunction with the Union for all positions in the bargaining unit. Job descriptions shall be signed by both parties and contained in two (2) binders to be held by the Employer and the Union respectively.

- b) When new positions are created or when existing positions are re-classified, new job descriptions shall be drawn up and the resulting agreed upon job descriptions shall be placed in each binder.

ARTICLE 13 - SENIORITY

13.01 a) Seniority is defined as the length of employment with the Employer. Seniority shall determine, within the bargaining unit, priority for appointments to vacant and new positions, layoff and recall, vacation scheduling and any other rights or benefits to which seniority applies in this Agreement.

b) Seniority for all employees shall be calculated from the date of hire.

c) Seniority shall be earned for the following:

- i) Paid time
- ii) Holiday time
- iii) Vacation time
- iv) Paid leave
- v) Unpaid leave as determined by this Agreement

13.02 The Employer shall maintain a seniority list showing the date upon which employment commenced. An up-to-date seniority list shall be sent to the Union and distributed to employees in March of each year.

13.03 An employee shall only lose their seniority if they:

- a) Are discharged for just cause and are not reinstated through the grievance procedure.
- b) Resign in writing and do not withdraw within 48 hours.
- c) Fail to return to work within ten (10) days of being recalled unless just cause provided.
- d) Are on layoff for a period of eighteen months or more.

13.04 1. If an employee does not respond to a call to facilitate a program for three (3) consecutive times without reasonable cause (reasonable will be decided by one representative of the Employer and one representative of the Union), then they shall be considered as terminated.

2. Provided that work has been offered, casual employees who do not work at least one shift in a six (6) month period will be considered terminated.

13.05 All employees shall have access to work by seniority, when qualified.

ARTICLE 14 - PAYMENTS OF WAGES AND ALLOWANCES

14.01 Payment of Wages

The Employer is committed to striving for equal pay for equal work. The Employer shall pay wages semi-monthly in accordance with the employee's established wage. Once a month, each employee shall be provided with an itemized statement of their earnings and deductions.

14.02 The Employer, upon an employee's written request, shall issue any cheque which falls due during the employee's vacation period or leave of absence, prior to this period commencing.

14.03 Travel Allowance

Per diems for travel, accommodations and fees outside the City of Regina shall be advanced, upon the request of an employee.

14.04 All expenses shall be covered, but meal expenses shall be covered to a maximum of thirty dollars (\$30.00) per day.

14.05 Child Care Allowance

When child care is provided at Association functions, the Employer agrees staff may use the provided child care at no cost. When child care is not provided outside the duties of the job description, the Employer agrees to cover child care costs to a maximum of twenty-five dollars (\$25.00) per day, provided receipts are submitted.

14.06 Vehicle Allowance

Employees required to travel inside or outside the city on the Employer's business will be reimbursed at a rate of forty-two cents (\$0.42) per kilometre, effective April 1, 2018. The Employer and the Union shall review the rate of reimbursement every twelve (12) months against the Saskatchewan Private Transportation Index. Increases or decreases in the Saskatchewan Private Transportation Index (averaged over the twelve-month period) which result in an increase or decrease of one cent (\$.01) or greater will be implemented in the following year to a maximum of three (3) cents per kilometre. If the SPTI increase exceeds three cents (\$.03) per kilometre, the Union and the Employer shall meet to review travel requirements.

ARTICLE 15 - OVERTIME

15.01 Hours of Work

The hours of work shall be thirty-seven and one-half (37.5) hours a week averaged over a one (1) month period. Employees may work flex time with the understanding that the employee will be at work for program times and scheduled meetings and events. The Employer may set reasonable core working hours if required for public service.

1. One (1) rest period of fifteen (15) minutes shall be used in conjunction with the one half (1/2) hour unpaid meal break.
2. One (1) rest period of fifteen (15) minutes to be used broken or unbroken throughout remainder of shift when programming allows

15.02 Overtime

All hours of overtime in excess of the hours in a calendar month shall be compensated for at the rate of one and one-half (1 ½) hours per hour.

An employee must take time off in lieu of overtime payment provided it is mutually agreed to by the Employer and the Union.

All extra hours worked shall be recorded on the employee's time sheet and tallied at the end of each month. Time in lieu of overtime shall be used in the month following the month in which the extra hours are worked. Those employees who request to take time in lieu shall provide at least one (1) week notice.

ARTICLE 16 - HEALTH AND SAFETY

16.01 Occupational Health and Safety

The Local of the Union and the Employer, as a matter of principle, recognize that occupational health and safety is a shared concern. They will cooperate on promoting and improving rules and practices which will enhance the psychological, physiological, and social well-being with respect to working conditions for all employees in accordance with *The Occupational Health and Safety Act*, and it is further agreed that *The Occupational Health and Safety Regulations* form part of this Collective Agreement.

ARTICLE 17 - STATUTORY HOLIDAYS

17.01 Statutory Holidays

The following are paid statutory holidays:

New Year's Day	Family Day
Good Friday	Easter Monday*
Victoria Day	Canada Day
Saskatchewan Day	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day*

* (additional holiday)

17.02 At any time when the Association decides to close the centre on scheduled shift times, the employee shall be paid.

17.03 Working on a Statutory Holiday

Should an employee agree to a request by the Employer to work on a statutory holiday, the employee shall accumulate double time (2X) for the time worked.

17.04 In the event that a designated holiday falls on a Saturday or a Sunday, the Monday following shall be considered the statutory holiday.

17.05 If a statutory holiday falls within the vacation period of an employee, they shall receive an extra day's vacation.

17.06 Less than full-time employees shall receive holiday pay based on hours worked in the twenty-eight calendar days preceding the holiday divided by twenty.

17.07 Floating Holiday

Permanent full-time employees shall be entitled to one (1) day paid holiday to be scheduled at the employee's request, in agreeance with the Employer. Such holiday may be used within the Associations fiscal year (April 1 to March 31) and may not be carried over into the next fiscal year.

1. Newly hired employees shall be entitled to the floating holiday upon completion of the probationary period.
2. Less than full time employees shall receive the floating holiday on a prorated basis using the average of the four (4) previous same name days. E.g. If the holiday is requested on a Friday, the benefit shall be based on an average of the previous four (4) Fridays.

17.08 Employees shall receive three and one half (3.5) hours paid leave on Christmas Eve when it falls on a week day (Monday to Friday).

ARTICLE 18 - VACATIONS

18.01 Employees shall be entitled to annual vacation with pay on the following basis:

In the first year of employment, the employee shall be entitled to three (3) weeks earned vacation which shall be accumulated at a rate of one and one-quarter (1 ¼) days per month. Earned vacation may be taken after six (6) months of continuous employment.

18.02 Vacation Carry-over

Employees shall be entitled to carry over a maximum of five (5) days' vacation into the next year.

18.03 An employee terminating employment shall be entitled to a proportionate payment of salary in lieu of vacation, prior to termination. Vacation pay shall accumulate only for the period of one (1) vacation year.

ARTICLE 19 - SICK LEAVE PROVISIONS

19.01 Employees shall earn fifteen (15) days of sick leave per year at a rate of one and one-quarter (1 ¼) day for every month of employment. The unused portion of an employee's sick leave shall accrue for the employee's benefit.

19.02 Family Illness Leave

Where an immediate family member is ill and requires the attention of the employee, the employee shall be entitled to use a maximum of fifteen (15) sick leave days from their sick leave bank for this purpose.

19.03 Employees shall, at the request of the Employer, produce a certificate from a medical practitioner for any illness in excess of three (3) working days.

19.04 Less than full time employees shall earn seven and one-half (7.5) hours of sick leave per one hundred and twenty-nine (129) hours worked. The unused portion of an employee's sick leave shall accrue for the employee's benefit.

19.05 Employees eligible for sick leave will be entitled to utilize sick time in the event that they have been found to be harassed in the workplace.

19.06 Employees are entitled to use a maximum of sixteen (16) hours of accumulated sick leave every two (2) years for the purpose of attending medical appointments.

19.07 Supplementation of compensation award

The Employer shall cover the ten (10) percent of net pay difference which is the difference between the amount payable of ninety (90) percent of net pay by the Worker's Compensation Board and their regular net salary as long as they continue in the employ of the Employer.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 Employees shall request all leaves in writing.

20.02 Maternity/Parental/Adoption Leave

Employees shall be granted maternity, parental, and adoption leave as provided by Labour Standards.

20.03 Foster Parents

An employee who becomes the guardian of a child through foster care is entitled to parental leave of one (1) paid day off.

20.04 General Leave

The Employer may grant an employee a general leave of absence of up to one (1) year without pay. By mutual agreement, such leave may be extended. The employee shall be reinstated at their previous level of seniority and position. This clause shall only apply to employees who have been employed for one (1) full year.

20.05 Sexual Assault Leave

An employee who has been sexually assaulted on the job shall receive up to three (3) calendar months of unpaid leave, based on the previous three (3) month work schedule. The employee shall retain seniority but not accumulate seniority during this leave.

20.06 Leave for Domestic Violence

The Employer shall provide leave in accordance with *The Saskatchewan Employment Act*.

20.07 Union Functions

Upon request to the Employer, an employee elected or appointed to represent the Union at conferences shall be allowed leave up to three (3) calendar days per year. The leave shall be without loss of pay, benefits, or seniority, provided the Union reimburses the Employer for the pay and the Employer share of benefits.

20.08 Leave for Public Duty

An employee who is elected to a full-time position with the Union or its affiliates, or who is elected to public office, shall be granted an unpaid leave of absence, without loss of seniority, for a period of up to two (2) years. Such leave may be renewed upon mutual agreement

20.09 Jury or Court Duty

The Employer shall grant leave of absence to an employee who serves as a juror or witness in any court. The Employer shall pay the difference between the employee's normal earnings and the payment they receive for jury service or court witness.

20.10 Pressing Necessity Leave

An employee shall be entitled to fifteen (15) days leave with pay in each year of continuous employment for the purposes of Articles 20.11 and 20.12. In the event an employee has exceeded the number of days in their bank, they may submit a request for an advance of next year's credits.

20.11 Bereavement Leave

Employees shall be granted, upon request, five (5) working days leave with pay from their Pressing Necessity bank. In the case of the death of a parent, partner, spouse, sibling, child, mother-in-law, father-in-law, grandparent, niece, nephew, aunt, uncle, step relation or close personal friend. Where burial takes place more than one thousand (1000) kilometers from the place of residence of the employee, an additional two (2) days leave with pay shall be added to such bereavement leave.

20.12 Personal Leave

The Employer, upon three (3) days written request, shall grant an employee paid leave from their Pressing Necessity bank on the following basis: legal separation, or divorce (2 days); serious household or domestic emergency (2 days); childcare and other child related responsibilities (5 days per year).

The Employer, upon three (3) days written request, shall grant an employee unpaid leave for the following reasons: household move; own marriage; graduation or marriage of a member of the employee's immediate family; education leave for exams or registration as required by an educational institution (4 days per semester).

20.13 Union Work Leave

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, participation in

negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such union duties, including work performed on various committees, shall be considered as time worked.

ARTICLE 21 - GRIEVANCE PROCEDURE

21.01 A grievance is defined as any difference or dispute between the Employer and employee(s) or the Union, pertaining to any matter involving the interpretation, application, or alleged violation of any provision of the Collective Agreement.

21.02 Types of Grievances

- i) Individual
- ii) Group
- iii) Policy
- iv) Employer

21.03 A grievance must be filed within thirty (30) calendar days of the alleged violation or being made aware of the violation.

21.04 Grievance Procedure

Prior to a grievance being formalized, every attempt shall be made to resolve the dispute through dialogue at an informal level by meeting with the Executive Director or designate. Both parties shall be required to provide relevant information regarding the dispute at each step of the grievance procedure. At any stage during the grievance process, the time limits may be extended by mutual agreement between the parties. Failing resolution at this informal step, the grievance may advance to the formal stage.

Step 1 - Filing a Grievance

A grievance shall be submitted in writing by the Union to the Executive Director and Chair of the Board within fifteen (15) calendar days of failure of resolution at the informal step.

After a grievance has proceeded to Step 1, the Employer shall not enter into discussions or negotiations with respect to the grievance either directly or indirectly with the aggrieved employee(s).

The Executive Director shall render a decision in writing to the Union within fifteen (15) calendar days of receipt of the grievance.

Step 2 - Meeting

Upon receipt of the written decision from Step 1, the Union, within fifteen (15) calendar days, may request a meeting with the Executive Director. This meeting shall be scheduled within fifteen (15) calendar days of the date of request. Upon mutual agreement, additional meetings shall be arranged.

The meeting(s) will include the grievor, Steward, and CUPE National Representative (if requested by Steward), Employer representative(s), including at least one (1) member of the Board of Directors.

Whenever possible, the meeting will occur during work hours. Neither the Steward or the grievor shall suffer loss of pay.

The meeting will attempt to ascertain the facts and negotiate a resolution.

If settlement is not reached at the Step 2 meeting, the Employer shall render a decision in writing within fifteen (15) calendar days. Upon receipt of the written decision from Step 2, the Union shall respond within fifteen (15) calendar days of the Union's decision to proceed to Step 3 or Step 4 of the grievance procedure.

Step 3 - Mediation

Mediation is a process where an impartial third party helps the parties discuss a dispute and work toward a solution that is acceptable to the parties. Participation is voluntary.

The parties, by mutual agreement, may engage in mediation to resolve the grievance. Compensation for leave and expenses of participants, other than those of the grievor and Steward, shall be paid by the party calling them.

- i) Selection of a Mediator – The mediator will be selected by mutual agreement of the parties. If agreement cannot be obtained between the parties then either party can apply to the Minister of Labour Relations and Workplace Safety to have a mediator appointed. The fees and expenses of the Mediator and any other common expenses shall be shared equally by both parties.
- ii) Role of the Mediator – The role of the mediator is to assist the parties to achieve a mutually acceptable resolution of the grievance.
- iii) Rules Applicable to Grievance Mediation – Any document provided prior to or during the mediation will be returned to the issuing party at the conclusion of the mediation process. Settlements reached at mediation will not be considered a precedent or normal practice and will not be raised in support of any future grievance. Anything said or done at mediation will not be used against the Employer, employee, or the Union at any subsequent arbitration.

At any subsequent arbitration hearing or any hearing on the matter by the Labour Relations Board, the mediator will not be a witness. Unless agreed otherwise by both parties, no transcripts or records will be kept by the mediator other than verification the mediation occurred, along with the names of parties in the dispute, the time, the location, and whether settlement was achieved. Parties to the mediation will have the authority to conclude a settlement at mediation.

- iv) Procedure – The mediator will provide an introduction of the mediation process. If settlement is reached, the terms of the settlement will be put in writing and signed by both parties. If no agreement is possible, the mediator will verbally set out respective positions and points of difference. The mediator may shut down the mediation process if it appears settlement is unlikely.

Step 4 - Arbitration

Failing satisfactory settlement of the grievance at either Step 2 or Step 3, the matter may be referred to arbitration within thirty (30) calendar days.

- i) Selection of an Arbitrator – The Arbitrator will be selected by mutual agreement of the parties. If agreement cannot be obtained between the parties, then either party can apply to the Minister of Labour Relations and Workplace Safety to have an Arbitrator appointed.
- ii) Procedure – The arbitrator, after consultation with the parties, shall set a time and place of the hearing. The arbitrator shall determine the procedure but shall give full opportunity to all parties to present evidence and make representations. The arbitrator shall, as much as possible, follow a layperson's procedure and avoid using legalistic or formal procedures. No grievance shall be defeated by any formal or technical objection. In order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case, the arbitrator shall have the power to allow all pertinent information to the grievance and the power to waive formal procedural irregularities in the processing of a grievance. Witnesses shall be paid by the parties calling them.
- iii) Decision of the Arbitrator – The arbitrator shall render a decision within thirty (30) days of the end of the hearing. The decision shall be final, binding, and enforceable on all parties. The arbitrator shall not have the power to change the Collective Agreement, or to alter, modify, or amend any of its provisions. Subject to the foregoing, the arbitrator shall have the power to dispose of the grievance by any arrangement the arbitrator deems just and equitable. Should the parties disagree as to the meaning of the arbitrator's decision, either party may apply to the arbitrator to clarify the decision.
- iv) Expenses of the Arbitrator – The fees and expenses of the arbitrator and any other common expenses shall be shared equally by both parties.

21.05 Precedent

If the Union chooses not to grieve a particular situation or withdraw a grievance at any stage, such action or lack of action shall be entirely without prejudice.

ARTICLE 22 - DISCIPLINE AND DISCHARGE

22.01 Just Cause

The Employer shall not discipline or discharge an employee unless there is just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the Employer

22.02 Progressive Discipline

Progressive discipline shall be applied in the following order unless an individual(s), Al Ritchie Community Association Inc., or the facility are at immediate risk of harm, at which time the progression through the stages may be overlooked.

1. Coaching - Informal step. The employee must be made aware that job performance and or conduct is not satisfactory. Coaching is not disciplinary.
2. Verbal Reprimand - Formal step that employee has the right to Union Representation. Documentation of a verbal reprimand will be added to employees personnel file and will include what the misconduct is and consequence if the misconduct continues.
3. Written Reprimand - Formal step that the employee has the right to Union Representation. If an employee displays no positive response to the verbal reprimand, the Executive Director may discipline that employee by means of a written reprimand.
4. Final Written Reprimand with Possible Suspension - Formal step that employee has the right to Union Representation.
5. Termination - Formal step that employee has the right to Union Representation
With each formal violation or misconduct, the employee will be provided with a written document to:
 - i) Alert them to the problem - provide a reiteration of the correct company policy regarding the violation;
 - ii) Advise them of the consequences associated with further infractions;
 - iii) Provide a suggestion toward a method of improvement;

iv) The letter(s) shall become part of the employees personnel file.

22.03 If the Employer foregoes the informal step, the Employer must meet with the employee and Union representative to indicate its dissatisfaction. The dissatisfaction shall be put in writing. The employee and Union have the right to respond in writing.

22.04 The record of an employee shall not be used against them at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports. Failure to grieve previous discipline or to pursue such a grievance to arbitration shall not be considered an admission that such discipline was justified.

ARTICLE 23 - STAFF CHANGES

23.01 Job Postings

- a) When a vacancy occurs, or a new position is created, the Employer shall post the position for one (1) week in advance in a place accessible to all employees and ensure that each existing employee is contacted. Outside advertising of any vacancy may be done simultaneously with the posting, however the applications of present Union members must be fully processed prior to outside applicants being considered.
- b) Job postings shall contain the following: nature of position, qualifications, hours of work, wage, and any other hiring criteria as determined by the Employer. All job postings shall state, "The Association is an equal opportunity employer" and shall indicate that the position is unionized.
- c) Permanent employees shall be considered first for all open positions. Where any employee applies for any given position, the Employer shall take into account the qualifications of the applicant(s).
- d) Determination of qualifications shall be based on the employee's qualifications as disclosed at the time of application. When more than one qualified employee applies for any given position, the position shall be awarded to the applicant with the greatest seniority.
- e) Seniority shall determine, within the bargaining unit, priority for appointments to vacant and new positions of part-time programming hours on the condition that:
 - i) The person has the sufficient ability to perform the work;
 - ii) Consideration will be given to the applicant who resides within the community.
- f) The applicant shall be deemed hired upon ratification by the Association Board.
- g) An employee who is a successful applicant for the vacant position shall complete a

trial period beginning on the date of commencement of work in the new position and expiring after one hundred and twenty (120) days after the date of commencement of work in the new position. If the Employer or the employee are not satisfied during the trial period, the employee shall return to their former position, after two (2) weeks' notice. Any other employee transferred as a result of the rearrangement of positions may also return to her former position.

23.02 The Employer shall supply the Union with a bulletin board that is accessible to all employees in a common area of the shop.

23.03 All vacancies shall be filled. In the event the Employer determines a vacancy will not be filled, the Local of the Union shall be notified in writing with reasons within thirty (30) days of the vacancy.

23.04 External Hiring

- i) The hiring committee shall be used.
- ii) Consideration will be given to the applicant who resides within the community.
- iii) The applicant shall be deemed hired upon ratification by the Board.

ARTICLE 24 - REPRESENTATIVE WORKFORCE

24.01 The Al Ritchie Community Association and CUPE Local 3990 are committed to the concept of a representative workforce strategy to overcome under-representation in the workforce. We agree to enhance employment opportunities and equality of treatment for persons of Indigenous ancestry.

The representative workforce strategy and initiative therein will be consistent with the administration of the collective agreement

ARTICLE 25 - DENTAL AND HEALTH BENEFITS

The Employer agrees to provide Saskatchewan Blue Cross as follows, cost shared of a 50/50 basis with the employees:

Permanent Employees who work twenty (20) or more hours per week on average

Life Insurance Plan: \$50,000

Accidental Death, Disease or Dismemberment Insurance Plan: \$50,000

Dental Care: Basic \$500/person/year

Extended Health Care: 80% reimbursement of drugs on the National Formulary

Permanent Employees who work less than twenty (20) hours per week on average

Life Insurance Plan: \$50,000

Accidental Death, Disease, Dismemberment Insurance Plan: \$50,000

ARTICLE 26 - TECHNOLOGICAL CHANGES

26.01 An Employee who is displaced from their job by virtue of technological change will have full opportunity to displace or fill vacancies in accordance with the Collective Agreement and/or *The Saskatchewan Employment Act*.

ARTICLE 27 - LABOUR RELATIONS COMMITTEE

27.01 A Labour Relations Committee shall consist of three representatives of the Union and three representatives of the Employer. The Committee shall meet upon request of either party, within thirty (30) working days of such request.

27.02 The responsibilities of the Labour Relations Committee shall include the following:

- a) Consider constructive criticism of the activities of the Employer and employees to foster better working relations.
- b) Ensure good working conditions.
- c) Develop and maintain accurate job descriptions.
- d) Recommend to the Union and the Employer action with respect to the decisions made by the Committee. Such recommendations shall include a plan of action to deal with problems or issues referred to the Labour Relations Committee. Such plan of action shall include follow-up with employees and evaluation if necessary.
- e) Other areas of concern which may be referred to it.

27.03 Proposals of the Labour Relations Committee shall be subject to ratification by the Board of Directors and the Union, recorded in writing and signed by a representative of the Employer and the Union

ARTICLE 28 - EDUCATIONAL ALLOWANCE

28.01 Educational Allowance

The Employer shall pay the following costs to members of this bargaining unit for approved courses, seminars or workshops: course fees, books and supplies,

transportation, child care, food and accommodation, up to the amount provided by the funding organizations.

28.02 First Aid Training

The Employer shall pay for the cost of maintaining the Standard First Aid Course for employees who are facilitating a program and required to hold a First Aid Certificate as a condition of employment.

ARTICLE 29 - LAYOFFS AND RECALL

- 29.01 A layoff shall be defined as a reduction in the workforce, either in the number of employees or in the regular hours of work of any employee(s), full-time or part-time. Any layoff of workers, or reduction of personnel within any job classification, shall occur solely after the Employer has demonstrated to the Union that there has been a change in the funding structure that would warrant layoffs.
- 29.02 All employees who have been laid off shall have access to all vacancies through the internal hiring process. The Employer will send by mail and by email where possible, a copy of all postings to the last available home address of all employees, active or laid off. It is the responsibility of the employee to advise the Employer of any mail or email address changes.
- 29.03 The Employer shall notify employees who are laid off at least four (4) weeks before the layoff is to be effective. If work is not available for those four (4) weeks the employee shall be paid in lieu of work.
- 29.04 The Employer agrees to pay the full coverage to the group insurance plans for employees laid off for periods of less than six months. In the event of a longer layoff, employees shall be given the right to continue this coverage through direct payment.
- 29.05 The work plan of the office shall be amended to reflect reduced staff numbers. There shall be agreed to changes in job descriptions and priorities for remaining employees subsequent to layoffs.
- 29.06 New employees shall not be hired until those laid off have been given an opportunity of recall. Employees shall be recalled in order of their seniority as long as they have the sufficient ability to perform the position.
- 29.07 If the Employer is unable to provide comparable work for a displaced employee, as a result of the cessation of all, or part, of the Association's operations, or changes in operating methods, the employee shall be given thirty (30) days' notice.

29.08 Union Notification

The Union shall be notified in writing of all hiring's, layoffs, transfers, recalls, and terminations of employment.

ARTICLE 30 - BARGAINING COMMITTEE

30.01 The Bargaining Committee shall be made up of up to three representatives of the Employer and three representatives of the Union. Bargaining committee meetings shall be held at a mutually agreed upon time and place. Representatives of the Union shall have the right to attend bargaining meetings held within working hours without loss of remuneration.

30.02 Technical Information

The Employer shall make available to the Union, upon request, all technical information required for collective bargaining purposes or for the purpose of interpreting or administering the collective agreement. This information shall include, but is not limited to, audited statements, financial and other reports relating to the business of the Association. It is understood that this clause does not include matters of solicitor-client privilege.

ARTICLE 31 - TERMS OF THE AGREEMENT

31.01 Duration

This Agreement shall be binding and remain in effect from April 1, 2018 until March 31, 2021. Any changes deemed necessary may be made by mutual agreement at any time during the existence of this Agreement.

Not less than sixty (60) and not more than one hundred and twenty (120) days before the expiry date of this agreement, either party may serve notice in writing of intent to negotiate a revision of this agreement.

31.02 Wage Re-opener

Notwithstanding the provisions of Article 31 above, this Agreement may be opened effective April 1, 2018 for the negotiation of the Schedule A: Wage Scale. Either party intending to enter into such negotiations of wages shall be required to serve the other party with not less than sixty (60) and not more than one hundred and twenty (120) days written notice of intent prior to April 1, 2021. It is understood and agreed that in such event all other provisions of this Agreement shall remain in full force and effect.

- 31.03 Failing agreement by March 31, 2021 this Agreement and all its terms shall continue in force until a new Agreement is executed.
- 31.04 All changes except cost items in the new Agreement shall be adjusted retroactively unless otherwise specified. All existing employees shall retain any existing benefits.
- 31.05 An employee who has ceased to be employed with the Association between the termination date of this Agreement and the effective date of the new Agreement, shall receive retroactively any wage increase and enhancement of benefits.

31.06 Statutory Changes

If changes to any law or regulation invalidate any portion of this Agreement, the articles affected shall be opened for negotiation. The Agreement shall not be invalidated.

31.07 Copies of the Agreement

The Union and the Employer desire every employee and member of the Association Board to be familiar with the provisions of this Agreement, her rights and duties under it.

ARTICLE 32 - JOB DESCRIPTIONS

Job descriptions shall be reviewed annually by both the Union and the Board.

IN WITNESS WHEREOF

the parties hereto have caused these presents to be executed this

30 day of May, A.D. 2019.

CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 3990

AL RITCHIE COMMUNITY
ASSOCIATION INC.

Wendy Miller

Rowlatt Hill

SCHEDULE A

A 1% wage increase effective April 1, 2018

A 2% wage increase effective April 1, 2019

A 2% wage increase effective April 1, 2020

*All wages subject to retro activity

Position	April 1, 2018			April 1, 2019			April 1, 2020		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Facilitator	14.75	15.31	15.87	15.04	15.61	16.18	15.34	15.92	16.50
Project Coordinator	18.67	20.30	21.90	19.04	20.70	22.33	19.42	21.11	22.77
Administrator				18.00	18.70	19.43	18.36	19.07	19.81

After three weeks of replacement work in any higher paid position, employees who are doing replacement work in these positions shall receive the rate of pay applicable to the position being covered by the replacement employee. In the case that the wage of the replacement employee is higher, the replacement employee shall continue at their higher rate for the entire time of replacement work.

The Union shall have the right to provide recommendations to the Association for all Al Ritchie's committees proposed block funding relating to wages. The Association must give the staff four (4) weeks' notice of such right. Failing any recommendations forthcoming from the Union, the Association shall include a minimum of 5% increase in all proposals for block funding related to wages.

Upon the block funding ending date, any surplus/residual monies shall be distributed to staff upon the Employer demonstrating to the Union that the long-term financial viability of the Centre is not seriously threatened.

It is agreed that the collective agreement will be reopened upon the agreement of the Union to discuss improvements to the base wages if the financial situation of the Al Ritchie Community Association improves during the life of the contract.

LETTER OF UNDERSTANDING

between

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3990

and

AL RITCHIE COMMUNITY ASSOCIATION

RE: WAGE REOPENER

The parties agree to the following provisions as set out below:

1. The employer assures to monitor the benefit plan on an ongoing basis to ensure that the plan will be enhanced at the earliest opportunity.
2. The Employer and Union will mutually agree to any benefit plan changes.
3. The Employer and Union will each contribute equal shares towards the premiums to maintain coverage.

The parties have affixed their signatures this 30th day of May, 2019, at Regina SK.

On behalf of the Canadian Union
of Public Employees, Local 3990

On behalf of the Al Ritchie Community
Association

Wendy Miller

Rowett Hill